



RESOLUTION R-075-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO RATIFICATION OF COUNTY ROAD MAINTENANCE CONTRIBUTION DATED OCTOBER 13, 2025 WITH WALKER COUNTY STONE, LLC

WHEREAS, the Board of Commissioners of Walker County ("Board") is the governing authority of Walker County, Georgia; and

WHEREAS, Section 11, item 7 of the Enabling Act grants the Board the authority to repair public roads and bridges; and

WHEREAS, on October 13, 2025 the Board entered into a County Road Maintenance Contribution Agreement with Walker County Stone, LLC.; and

WHEREAS, Operator is in the business of mining construction aggregates, and is in the process of constructing, developing, operating, maintaining, and reclaiming a limestone quarry (the "Project") in Walker County, Georgia, located at or near 265 Ridgeway Road, LaFayette, Georgia 30728

WHEREAS, pursuant to section 11, item 7 of the Enabling Act the Board of Commissioners are entering into this agreement to serve the community through the road maintenance of 265 Ridgeway Road, LaFayette, Georgia 30728

THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia approves this ratification for County Road Maintenance Contribution with Walker County Stone, LLC.

SO RESOLVED AND ADOPTED this 6th day of November, 2025.

ATTEST:

WALKER COUNTY, GEORGIA

A handwritten signature in blue ink, reading "Lisa Richardson", is written over a horizontal line.

LISA RICHARDSON, County Clerk

A handwritten signature in blue ink, reading "Angela Teems", is written over a horizontal line.

ANGELA TEEMS, Chairwoman/CEO



The foregoing Resolution received a motion for Approval from Commissioner Wilson, second by Commissioner Blakemore, and upon the question the vote is 4 ayes, 0 nays to adopt the Resolution.

COUNTY ROAD MAINTENANCE CONTRIBUTION AGREEMENT

This COUNTY ROAD MAINTENANCE CONTRIBUTION AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2025 (the “**Effective Date**”) by and between WALKER COUNTY, a political subdivision of the State of Georgia (“**County**”), and WALKER COUNTY STONE, LLC, a Delaware limited liability company (“**Operator**”). Each of Operator and County are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, County and Operator entered into that certain County Road Voluntary Contribution Agreement dated April 23, 2025 (the “**Prior Agreement**”);

WHEREAS, the Parties desire to terminate and supersede the Prior Agreement in its entirety by entering into this Agreement;

WHEREAS, Operator is in the business of mining construction aggregates, and is in the process of constructing, developing, operating, maintaining, and reclaiming a limestone quarry (the “**Project**”) in Walker County, Georgia, located at or near 265 Ridgeway Road, LaFayette, Georgia 30728, as described and as depicted on Exhibit A attached hereto (the “**Property**”); and

WHEREAS, in connection with the construction, development, operation, maintenance and reclamation of the Project, Operator has agreed to enter into this Agreement and to make certain road maintenance contributions to County as detailed herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows:

Section 1. Terms of Agreement.

This Agreement shall commence upon the Effective Date and shall continue in full force and effect until such time as the Operator has fully discontinued its construction, development, operation, maintenance and reclamation of the Project (the “**Term**”).

Section 2. Operator Contributions.

A. Phase I Contribution.

Operator initially intends to develop and use a northern entrance on Ridgeway Road as its primary access to, and product shipment route from, the Project. As a contribution towards County’s upgrade, repair and maintenance of County’s roads used as haul routes by Operator, Operator has agreed to make contributions to County of (i) a lump sum of \$500,000, and (ii) monthly payments of \$0.10 per ton of Product trucked from the Property (the “**Phase I Contribution**”). Operator agrees to make the lump sum contribution within five (5) business days after Operator’s commencement of quarry development activities at the Property. Monthly contributions will be made commencing after completion of the first full calendar month of shipments from the Property and shall continue to be made thereafter at the beginning of each calendar month for tons shipped from the

Property in the prior calendar month. Together with each monthly payment, Operator will provide County with a copy of a scale ticket report reflecting the total tons of all Product shipped from the Property in the previous calendar month. For purposes of this Agreement, “**Product**” shall mean construction aggregate materials products mined, sold and shipped from the Property, and a “ton” shall mean 2,000 pounds.

B. Phase II Contribution.

In the event County upgrades the entirety of Oakton Road to accommodate industrial truck traffic, including upgrade/replacement of the weight-limited bridge to accommodate full-weight industrial truck traffic (the “**Oakton Road Upgrade**”), then Operator shall make an additional contribution to County of (i) a lump sum of \$500,000, and (ii) a supplemental monthly contribution (the “**Phase II Contribution**”), in addition to the Phase I Contribution, in the amount set forth below for each ton of Product trucked from the Property for each month following the completion of the Oakton Road Upgrade:

Year 1	\$0.01	Year 6	\$0.11
Year 2	\$0.03	Year 7	\$0.13
Year 3	\$0.05	Year 8	\$0.15
Year 4	\$0.07	Year 9	\$0.17
Year 5	\$0.09	Year 10+	\$0.20

For clarity, the total per ton contribution (*i.e.*, the Phase I Contribution plus the Phase II Contribution) payable in the first year after completion of the Oakton Road Upgrade (“**Year 1**”) would be \$0.11 per ton, and it would be \$0.30 per ton in the 10th year after completion of the Oakton Road Upgrade (“**Year 10**”) and every year thereafter.

Operator agrees to make the foregoing additional lump sum contribution within five (5) business days after Operator’s commencement of first shipments from its southern Oakton Road entrance following County’s completion of the Oakton Road Upgrade; provided, however, that Operator and County may agree in writing to the earlier payment of these Operator contributions in the event County irrevocably commits to undertake the Oakton Road Upgrade on such terms to be agreed between the Parties, it being the intention that this would allow such Operator contributions to be used by County towards the cost of the Oakton Road Upgrade. For the avoidance of doubt, Operator intends to use an entrance from Oakton Road throughout the development and construction of the Project, including as a shipment and hauling route, independent of whether County decides to undertake the Oakton Road Upgrade, and the foregoing provisions shall not apply to such use prior to County’s commitment to, or completion of, the Oakton Road Upgrade as contemplated above.

C. Oakton Road Aggregate Rebate.

In addition to the foregoing contributions, Operator has agreed to make further contributions to County of \$2.00 per ton of Product purchased by County and/or its chosen road contractor(s) from Operator for use in the Oakton Road Upgrade (e.g., for use as road base or consumed as an ingredient in making asphalt or concrete for the Oakton Road Upgrade), which amounts will be paid to County on

a calendar monthly basis in respect of all such tons of Product sold in the prior calendar month.

D. Use of Operator Contributions.

The Parties acknowledge and agree that Operator was under no obligation to provide any road maintenance contributions to County in the absence of this Agreement, that Operator offered such contributions to the County as a voluntary good faith contribution towards the costs of any additional wear and tear, upgrades, repair or maintenance that may be caused by Operator's use of County roads, and that the Parties entered into this Agreement to reflect those contributions. Consequently, County shall use Operator's contributions exclusively for the upgrade, repair and maintenance of County's roads in proximity to the Project used as haul routes by Operator, including the associated trucking routes from the Ridgeway Road and Oakton Road entrances (collectively, "**Haul Routes**"), and the Parties expressly agree that all such contributions shall constitute pre-agreed fixed liquidated sums estimated by the Parties to reasonably compensate County for any such additional wear and tear, upgrade, repair and maintenance costs, and shall constitute County's sole compensation and remedy in respect thereof. Upon expiration of the Term of this Agreement, any remaining contribution funds may be retained by County.

Section 3. County Road Maintenance and Access.

County shall maintain the Haul Routes to a commercially reasonable standard and in accordance with County's obligations under applicable law. County shall keep County roads open to Operator to haul products and equipment related to the Project for the entire Term of this Agreement without further restrictions for all vehicles meeting statutory requirements for weight, width, height and length, including during any construction or maintenance activities to County roads. For the avoidance of doubt, nothing in this Agreement shall be construed to limit Operator's rights to use any County roads in accordance with applicable law in the absence of this Agreement. County shall retain its right and authority under applicable law to establish and set traffic speed limits in accordance with generally accepted highway standards and safety practices.

Section 4. Remedies and Enforcement.

Each of the Parties hereto covenant and agree that in the event of a breach of any of the terms, provisions or conditions of this Agreement by any Party (the "**Defaulting Party**"), which default is not caused by the Party seeking to enforce said provisions (the "**Non-Defaulting Party**") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance. The remedy of specific performance shall not be exclusive of any other remedy available at law or in equity.

Section 5. Due Authorization.

Operator hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Operator. County hereby

represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of County.

Section 6. Severability.

It is mutually agreed by the Parties that in the event any provision of this Agreement is determined by any court of law of competent jurisdiction to be unconstitutional, invalid, illegal or unenforceable in any respect, it is the intention of the Parties that such unconstitutionality, invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such unconstitutional, invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 7. Entire Agreement; Drafting; Modifications.

This Agreement and the exhibit attached thereto constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the Parties with respect to the subject matter of this Agreement, including the Prior Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any Party hereto unless the same is in writing and duly authorized and executed by the Parties hereto. No provision of this Agreement shall be interpreted for or against any Party on the basis that such Party was the draftsman of such provision, both Parties being deemed to have participated equally in the drafting of this Agreement, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of this Agreement.

Section 8. Designated Representative.

Operator designates Doug Wright as its designated representative in connection with Operator's performance of this Agreement (the "**Operator Representative**"). In the event the Operator Representative is replaced by another for any reason, Operator will provide written notice to County designating another Operator Representative.

Section 9. Notices.

All notices to be given under this Agreement shall be in writing and signed by the person serving the notice and shall be sent via (i) registered or certified mail, return receipt requested, postage prepaid, (ii) reputable overnight courier, or (iii) hand delivered, in each case to the addresses of the relevant Party provided below (which address may be changed by a Party with notice delivered in accordance with this Section 9). Notices shall be deemed to have been received on the date of receipt as shown on the return receipt, delivery confirmation, or other written evidence of delivery.

FOR COUNTY:

Walker County, Georgia
Attn: Chairwoman/CEO
101 South Duke Street
P.O. Box 445
LaFayette, Georgia 30728

FOR OPERATOR:

Walker County Stone, LLC
500 Duke Drive
Franklin, Tennessee 37067
Attention: Legal Notices

Section 10. Assignability.

This Agreement shall be binding on the Parties hereto, their respective heirs, devisees and successors. Except as otherwise provided herein, neither Party may sell, assign or transfer its interest in this Agreement, or any of its rights, duties or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Agreement shall be binding upon, and assigned by Operator to, any subsequent owner of the Project at the Property.

Section 11. Waiver of Terms and Conditions.

The failure of a Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

Section 12. Captions; Interpretation.

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement. In this Agreement, the term “including” (and with correlative meaning “include” or “includes”) means including without limiting the generality of any description preceding such term.

Section 13. Choice of Law and Forum Selection.

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Georgia. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be amicably resolved between the Parties, the venue shall be in the Superior Court of Walker County, a court of competent jurisdiction within the State of Georgia, and the Parties further agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

Section 14. Termination and Supersedence of Prior Agreement.

This Agreement hereby terminates and supersedes the Prior Agreement in its entirety.

Section 15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic copy shall be as effective as delivery of a manually signed counterpart to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

WALKER COUNTY STONE, LLC

By: _____
John Cross, CEO

WALKER COUNTY, GEORGIA

By: Angie Teems
Angie Teems, Chairwoman

Attest: Lisa Richardson
Lisa Richardson, County Clerk

EXHIBIT A

Property Description and Depiction

Walker County Tax Parcel Numbers (and approximate acreages):

0477 013	1.49 acres
0477 013A	22.74 acres

The above-referenced tax parcels are more particularly described in that certain Limited Warranty Deed from G. Matthew Blake aka Geoffrey Matthew Blake (as Grantor) to Walker County Stone, LLC, a Delaware limited liability company (as Grantee), dated May 30, 2024, and recorded in the Walker County Superior Court Clerk's records at Deed Book 2340, Page 803.

0477 014	224.11 acres
0478 001	182.98 acres
0479 001	282.20 acres

The above-referenced tax parcels are more particularly described in that certain Executor's Deed from Risley P. Lawrence, Jr., as Successor Executor of the estate and last will and testament of Robert E. Surles, Deceased (as Grantor), to Walker County Stone, LLC, a Delaware limited liability company (as Grantee), dated May 30, 2024, and recorded in the Walker County Superior Court Clerk's records at Deed Book 2340, Page 754.

The combination of the above-referenced tax parcels is depicted in the map attached hereto:

Walker County Stone, LLC

